decree in these early cases, we may still credit the statement in the prayer by the Commons in 1402, 3 Rot. Parl. 511, that there would be no remedy against feoffees to uses unless one were ordained by Parliament. The oldest bill in this new collection of cases was for the cancellation of a bond on the ground of duress, case 134 (1337).

Case 116 is interesting, as confirming the statement in 3 HARVARD LAW REVIEW, 33, that according to mediæval conceptions a bailment was a strictly personal obligation. The plaintiff, on going to Jerusalem, delivered a coffer containing title deeds to his mother to keep for him until his return. His mother died during his absence, and the coffer came to the hands of his step-father, who refused to give it up to the plaintiff. The latter sought relief in equity, "because he (the step-father) was not privy nor party to the delivery of the said coffer to his said wife, in which case no action is maintainable against him at common law."

The editor tells us that one bundle of dateless petitions remains for future investigation. We trust these may soon be printed. Then we may fairly expect from some competent hand a truly satisfactory History of Equity Jurisdiction. J. B. A.

HISTOIRE DU CONTRAT D'ASSURANCE AU MOYEN AGE. Par M. E. Bensa. Traduit de l'Italien par M. Jules Valéry. Paris: Albert Fontemoing. 1897. pp. xvi, 108.

In the most ancient documents concerning commercial contracts in the Middle Ages are to be found provisions by which one party undertook the risks of the sea, or cast them upon the other party. It was soon perceived that the differences in the amount to be paid in commercial contracts of identically the same character, according as the risk of loss was included or excluded, could be calculated by a regular scale. Then a third party stepped in, offering to assume the risk of loss on payment to him of this difference; and thus came into existence true contracts of insurance. In this learned monograph, written three years ago by M. Bensa, Professor in the University of Genoa, and now translated into French by M. Valéry, is described the origin of the contract of insurance in Italy during the first half of the fourteenth century, its development and the formulation of laws governing it in that country, and finally its adoption by the Spanish merchants at Barcelona in the fifteenth century and the appearance of the celebrated Ordinances of Barcelona, by which the practice of insurers was regulated throughout Europe. Some of the most interesting portions of this work give an account of the manner in which the difficulties caused by the canon laws against usury were avoided, and of certain curious early forms of life insurance. Though the translator has abridged the volume by the omission of many documents inserted in the original, it is evident that this work is the result of much research among the material to be found in the archives of the Italian cities which were the commercial centres of the world during the Middle Ages. It forms an important contribution to the means, not yet very abundant, available for the study of the early commercial law of Europe, of which our English commercial law may in some points be considered a comparatively late outgrowth. R. G.